

Central Federal Lands Highway Division

US Department of Transportation - Federal Highway Administration


REQUEST FOR PROPOSALS NO. DTFH68-08-R-00009

**INDEFINITE DELIVERY—INDEFINITE QUANTITY
CONTRACT**

**LABORATORY TRAILER
EQUIPMENT
INSPECTION SERVICES**



1. REQUISITION NUMBER	PAGE 1 OF
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NUMBER (<i>No collect calls</i>)	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO	CODE		16. ADMINISTERED BY	CODE	

17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
TELEPHONE NO.							

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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[illegible]

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED
<input type="checkbox"/>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)	31c. DATE SIGNED

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Section B—Supplies or Services and Prices/Costs

PRICING SCHEDULE

Laboratory Equipment Inspection & Calibration

Description	Unit Price	Quantity	Amount
Hourly Rate for Inspection & Calibration at Equipment Depot	\$_____	100 hours	\$_____
Hourly Rate for Inspection & Calibration at field locations	\$_____	500 hours	\$_____
Hourly Rate for Travel to field locations	\$_____	500 hours	\$_____
Total Evaluated Price			\$_____

For evaluation purposes only the Government will assume 100 hours for inspection/calibration services at the Equipment Depot, 500 hours for field locations, and 500 hours for travel time to field locations.

The Government makes no guarantee as to the actual amount of any work or delivery orders issued under this contract.

Section C—Description/Specifications/Work Statement

A. PURPOSE

The contract is for inspection services by checking, standardizing, calibrating and/or verifying of equipment used in mobile laboratories (i.e. trailers) for testing highway construction materials (i.e. soils, aggregates, asphalts, concrete). The equipment is the property of the United States Department of Transportation (DOT), Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD).

B. INSPECTION LOCATIONS

Inspection services are required for equipment:

- In mobile testing trailers located at project construction sites throughout 14 western states including: Arizona, California, Colorado, Hawaii, Kansas, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, and Wyoming.
- Mobile testing trailers located at 12305 W. Dakota Avenue, Lakewood, Colorado.
- In stock at the CFLHD Equipment Depot located at 12305 W. Dakota Avenue, Lakewood, Colorado.

C. QUALIFICATIONS OF FIRM, INSPECTION MEASURING DEVICES AND PERSONNEL

The Firm must have current accreditation from a national calibration agency such as NAVLAB, A2LA, ISO 9001, AASHTO or other, pending approval by the COTR.

The Firm will provide its own specialized measuring devices (reference standards) for inspection of Government equipment. These devices must be certifiably traceable to the National Institute of Standards and Technology (NIST).

The Firm will provide personnel that are qualified to satisfactorily perform inspections of highway materials testing equipment and all components associated with the equipment (i.e. straight edges, weights, tamping rods, etc.), including, but not limited to:

- General purpose ovens
- Electronic and manual balances
- Ignition furnaces for asphalt content determination
- Specific gravity devices for bituminous mixtures
- Concrete air content and slump
- Moisture-Density Compaction and Comparison
- Mechanical Compaction Comparison for Moisture-Density
- Electronic timing devices
- Sieve analysis
- Plastic and Liquid Limit determination

- Gyrotory compaction of bituminous mixtures
- Determination of Concrete Strength of Cylindrical Specimens
- Curing of Concrete Cylindrical Specimens

Copies of Firm accreditations, inspection measuring device certifications traceable to NIST and personnel qualifications and associated certifications must be current and submitted to the COTR for review and approval before work can be conducted. Copies of any of these items may also be requested at any time after initiation of work in order to validate that they are current.

D. CONTRACT WORK PERFORMED

The Firm will perform the duties described within the terms and limitations of the contract. The contract is for a period of one year with three, one-year extension options. Inspection duties include and must be in accordance with the following:

1. Inspections will be typically performed on equipment that is currently used in 15 mobile testing trailers. The Firm will provide site visits to perform inspection services. Site visits will be scheduled by the issuance of a delivery order signed by the Contracting Officer within the terms of this Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Firm will be contacted for a price proposal for each site visit normally 1 week in advance of the scheduled visit. The number of hours plus any travel will be agreed to in advance of any site visit and the delivery order will be issued on a not-to-exceed number of hours basis.

The COTR will schedule one of two types of site visits including a standard site visit or an emergency site visit. For a standard site visit, the Firm will be expected to be on-site within one weeks notice. For an emergency site visit, the Firm will be expected to be on site within one days notice. Multiple site visits may be required each year; however, they will each be scheduled to optimize the largest amount of equipment inspections possible per visit.

The COTR will indicate the specific site location as well as the equipment that requires inspection. Equipment that is in need of inspection may be fixed in trailers or on stock at the Equipment Depot on a standby basis for dedication to a trailer prior to shipment. Trailers may be on standby at the Equipment Depot or at project sites where they are used for materials testing.

Travel costs will be reimbursed in accordance with Government procedures and rates for any site visit in excess of a 35-mile radius from the Lakewood, Colorado CFLHD facility. The Firm must submit an itemized invoice and receipts to the COTR for travel and lodging expenses as well as per diem for meals and other miscellaneous expenses. Consult, <http://www.gsa.gov>, for applicable per diem rates for the current year. Costs pertaining to the transport of Firm's calibration tools to and from the project are not reimbursable.

Eight of the trailers are “Superpave” trailers while the remaining seven are “Standard” trailers. The inventory of equipment in typical Superpave and Standard trailers is shown in Appendices A and B, respectively. Some pieces of equipment not listed in these inventories, such as concrete compression machines, are provided on an as-needed basis to trailers or as stand-alone units that are shipped to project sites. Equipment that is available for use, which may be employed on an as-needed basis, in trailers or as stand-alone units is shown in Appendix C.

2. All equipment inspections must be performed in accordance with the procedures and specifications of:

- American Association of State Highway and Transportation Officials (AASHTO)
- American Society of Testing and Materials (ASTM),
- CFLHD Materials Quality System Manual (MQSM),
- Specific manufacturers, or as stipulated by the COTR

The policy and procedures outlined for the inspection of equipment, range, precision and reference and materials standards will be in accordance with AASHTO R 18. Where no standards are specified in AASHTO R 18, the CFLHD’s Materials Quality System Manual should be referenced. The MQSM provides CFLHD guidelines and expectations with respect to calibration services.

3. Specific equipment inspection must be in accordance with the following:

- General Purpose Oven(s) – MQSM, General Purpose Ovens
- Ignition Furnace – AASHTO T 308
- Balances – AASHTO M 231
- General Calibration Weights – AASHTO M 231
- Electronic/Mechanical Timers for Sieve Shakers – Certified timing device will be used to verify the performance of the timing unit. The respective certified reading will be recorded for a fixed-time of ten minutes.
- Straight Edge – AASHTO T 99/T 180
- Liquid Limit Device and Grooving Tool – AASHTO T 89
- Moisture-Density Rammers and Molds and Mechanical Compactor for Moisture-Density – AASHTO T 99 / T 180.
- Volume of Concrete Air Meter Vessel – AASHTO T 19

- Concrete Air Meter, Type A (Protex) or Type B (Forney/Watts) – AASHTO T 152
 - Concrete Slump Cone and Rod – AASHTO T 119
 - Gyratory Compactor and Molds (including internal angle measurement) – AASHTO T 312
 - Rice Vacuum System – AASHTO T 209
 - Sieves – ASTM E 11
 - Concrete Cylinder Compression Machine – ASTM C 39
 - Concrete Curing Tanks – ASTM C 511
4. The Firm will perform inspection services on site on equipment identified by the COTR. When equipment is found to be out-of-tolerance, it should be adjusted by the Firm to bring it back into tolerance. Equipment that is found to be deficient (i.e. does not fall within specification limitations) must be marked for removal from service until it is repaired or replaced and shown by inspection or test to perform as required. Each piece of equipment on which work was performed must be tagged and labeled. Contractor-furnished tags must include the calibration technician name, calibration status, and the date calibrated (do *not* write a calibration due date on tag).

The CFLHD Equipment Depot is generally responsible for equipment repairs; however, at times, the Firm may be required to make repairs in order for CFLHD work to continue in a timely manner, especially at project construction sites. All repairs must be directed and approved by the CO prior to the work being done. Repairs may be required at the CFLHD Equipment Depot in Lakewood, Colorado, or at a specific construction site located in the 14 state area of operation. The Firm will be reimbursed for reasonable repair expenses; however, itemized invoices must be submitted to the COTR for approval.

5. Report of Inspection forms must be provided to the government on-site immediately upon completion of a site visit for each piece of equipment or item inspected/repaired. The forms should contain pertinent data supporting inspection compliance. If adjustments are made, the data both before and after adjustments should be included

Report of Inspection forms must be submitted in a Final Summary Report discussed below. The Firm has the option of utilizing the government's inspection report forms, detailed in the MQSM, or comparable inspection report forms that comply with AASHTO R 18. If the firm elects to use its own forms, they must be submitted to the COTR for approval prior to start of work. All inspection reports will state the name and serial number of the specific inspection, measuring device utilized by the Firm for the inspection of Government equipment. Incomplete inspection report forms will not be accepted.

6. A Final Summary Report of Inspection detailing the equipment inspected, the equipment status and the corrective actions, if any, is required for each complete site visit. Equipment deficiencies, repairs and other notations should also be indicated as appropriate. The Final Summary Report must be submitted along with an invoice to the COTR for review, approval and processing for payment. The itemized invoice should include inspection services as well as equipment repairs and travel costs, if any.

Upon completion of a site visit, a Final Summary Report, including individual Report of Inspection forms for each piece of equipment inspected/repaired, must be produced in triplicate, on-site and distributed by the Firm as follows:

- One copy left at the site of inspection
- One copy sent to the COTR

E. PROGRAM MANAGEMENT

1. **Oversite** – The technical aspects of this contract are under the direction of the COTR. The COTR duties include:

- Reviewing and approving Firm submittals pertaining to accreditation, traceable inspection and measuring devices, personnel qualifications, and report of inspection forms
- Scheduling multiple site visits for inspection services
- Detailing each site visit location and equipment to be inspected/calibrated
- Recommending Emergency repairs to the Contracting Officer
- Reviewing and approving equipment tagging and Final Summary Reports
- Reviewing and approving Firm invoices for inspection services, equipment repairs and travel expenditures and forwarding approved invoices for payment.

The Firm is responsible for general supervision of its personnel as well as the quantity, quality, and timeliness of work, attendance and overall performance.

F. PROSECUTION OF THE WORK

1. Prior to the initiation of work, the Firm will provide submittals to the COTR for review and approval. These submittals will include Firm accreditations, inspection and measuring device certifications traceable to NIST, personnel qualifications and associated certifications and report of inspection forms. Similar submittals may also be requested by the COTR at any time after initiation of work in order to validate that they are current.
2. The COTR will contact the Firm to schedule all site visits for inspection services. The COTR will schedule one of two types of site visits, either a standard site visit or an emergency site visit. For a standard site visit, the Firm will be expected to be on-site

within one weeks notice. For an emergency site visit, the firm will be expected to be on site within one days notice. The COTR will indicate the specific site location as well as the equipment that requires inspection. Such site visits will be authorized by the issuance of an order in accordance with the Ordering clause contained herein.

3. The Firm will perform inspection services on site on equipment identified by the COTR. When equipment is found to be out-of-tolerance, it should be adjusted by the Firm to bring it back into tolerance. If equipment repairs are needed for equipment to be properly calibration, they must be pre-approved by the CO. Upon completion of a site visit, each piece of equipment on which work was performed must be properly tagged and labeled by the Firm. A Final Summary Report, including individual Report of Inspection forms for each piece of equipment inspected, must also be produced and distributed before the Firm leaves the site.
4. The Firm must submit an itemized invoice and receipts for inspection services as well as equipment repairs and travel expenses, if any, to the COTR for review, approval and processing for payment.

PROFESSIONAL STAFFING

The Firm will provide a Project Manager to oversee the contract and Firm personnel. If it becomes necessary to replace Firm personnel during the performance of the contract, their personnel qualifications and associated certifications must be submitted and approved by the COTR. The Project Manager as well as any administrative support type hours will not be directly billable to this contract, but will only be reimbursed through the Hourly Rate for Inspection and Calibration included in section B of this contract.

No oral statement of any person whatsoever, including the COTR and PE, and no written statement of any person other than the CO, will modify the terms or meaning of the contract.

The COTR will be designated with the issuance of the Delivery Order. The Firm will be given a copy of the designation along with a statement of the COTR's authority. The CO will notify the Firm in writing of any changes in COTR designation.

Section D—Payments

Request for payment shall be made on the basis of an itemized invoice submitted for completed work in accordance with rates established in Section B of this contract and the terms of any orders issued. Invoices shall include a description of the work, personnel involved, the dates and hours worked based on hours on site, travel time, authorized repair costs, and total costs including any travel. Itemized receipts shall support travel expenses.

Delivery orders will normally be issued on a not to exceed number of hours basis. Invoices shall identify the order number involved and provide verification of the number of hours worked on site as well as any travel costs involved.

Payments shall not be made in excess of the ceiling price unless the Contracting Officer authorizes a revision in the ceiling price in writing.

Section E—Inspection and Acceptance

All work shall be inspected and accepted by the COR designated herein.

Section F—Deliveries and Performance

F.1 Invoices

The contractor will submit one copy of the invoice to the following address:

Federal Lands Highway A/P Branch, AMZ-150
P.O. Box 25710
Oklahoma City, OK 73125
By email to: CFLInvoices@faa.gov

The invoice will show the following items for each order: Contract number, Delivery Order number, work completed on each order, list of individual working on the order and hours worked, type of trailer calibrated or list of equipment inspected & calibrated, list of any repairs required, and any travel costs incurred (if outside of Denver metro area).

F.2 Delivery/Performance

Delivery and/or performance under this contract will be based on the issuance by the CO of an Order for inspection & calibration of particular pieces of equipment. No work shall be performed by the Contractor until in receipt of a specific Order.

Section G—Contract Administration Data

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

- (1) The CO may designate Government personnel to act as the COTR to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (2) The CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The CO has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to a COTR.

Contracting Officer's Technical Representative: A COTR is designated by the CO. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract and any Order; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or any Order issued hereunder or otherwise affect any other contract terms.

The mailing address for the CO is:

FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
12300 West Dakota Avenue
LAKEWOOD, CO 80228

The mailing address for the COTR is:

JOE WILSON
Joe.wilson@dot.gov
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
Denver Federal Center, Building 52
LAKEWOOD, CO 80225

Section H—Special Contract Requirements

H.1 ISSUANCE OF DELIVERY ORDERS

Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the CO will direct the Contractor to perform work as generally described in Section C. The CO will issue such directions to the Contractor in the form of a Delivery Order. Prior to issuance of any Order, the CO will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. The estimated number of hours plus travel will be agreed to in advance of any site visit, the Government will normally establish the number of hours for Depot work,

and the order will be issued on the basis of the not-to-exceed number of hours.

Except as specifically provided herein, the Government makes no representation as to the number of Order's or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until it receives a specific Order signed by the CO.

H.2 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of a Delivery Order by the Contracting Officer. Such orders may be issued from approximately October 1, 2008 through September 30, 2009.

Option Year 1, if exercised, is from October 1, 2009, through September 30, 2010,
Option Year 2, if exercised, is from October 1, 2010, through September 30, 2011,
Option Year , if exercised, is from October 1, 2011, through September 30, 2012.

- (b) All Order's are subject to the terms and conditions of this contract. In the event of conflict between an Order and this contract, the contract shall control.
- (c) If mailed, an Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

H.3 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract period.

H.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

H.5 Supervision

a. Contractor's Representative

Upon issuance of the Contract, the Contractor shall provide the Contracting Officer with the name of the person designated as its' representative or team lead. The Representative or Team Lead shall exercise overall management responsibility for the contract effort, receive technical clarification, and handle problems arising under the contract, such as dismissals and disciplinary matters. The Representative shall be responsible for coordinating matters of mutual concern with Government representatives.

b. Supervision of Contractors Employees

This contract shall not be used to provide personal services. The Government's contract administration and monitoring shall not be so detailed or continual as to constitute supervision of contractor personnel. Government personnel shall not perform any supervisory functions for contractor personnel such as, appraising individual performance, scheduling of leave, or directing how to perform work; these are responsibilities of the Contractors Representative. Personnel assigned under this contract shall at all time be employees of the Contractor and under the direction and control of the Contractor. The Contractor shall at all time be responsible for the supervision of its employees in the performance of the services required. If the Contractor finds clarification necessary with respect to the scope of services to be performed or the manner in which the services are to be performed, it shall be requested in writing from the Contracting Officer's Technical Representative. Contractor personnel shall not at any time during the contract period be employees of the Government.

c. Technical Clarification by the COTR

A Contracting Officer's Technical Representative (COTR) will be appointed by the Contracting Officer for the Contract. Performance of work under this contract shall be subject to the technical direction of the COTR.

H.6 Wage Determination No. WD 05-2081 (Rev.-5) dated 6/03/08 is also hereby incorporated into any resultant contract.

SECTION I

CONTRACT CLAUSES

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders. (Attached in full text).

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

See paragraph (b)(8) in Section L below.

SECTION L

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become

registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Section M—Evaluation Factors for Award

Submit a proposal not to exceed 25 pages in total length (including all resumes, attachments and references) that demonstrates a thorough understanding of the statement of work and provide details on the following evaluation factors. Technical evaluation factors shall be more important than price. Evaluation factors one through four are listed in order of descending importance.

1. Offeror's demonstrated understanding of the technical requirements of RFP

Complete, thorough, and adequate understanding of each element as outlined in the Statement of Work, must be presented in the proposal.

Consistency of the proposal with the objective and scope of work.

2. Offeror's Qualifications to perform contract work:

Firm must be regularly engaged in the business of inspecting laboratory equipment for testing construction materials. The firm must have a system for tagging, recording and reporting results of all equipment and inspection activities performed.

Firm must have current accreditation from a national calibration agency such as NAVLAB, A2LA, ISO 9001, AASHTO or other, pending approval by the COTR. Submit copies with proposal.

Firm must verify that it owns specialized inspection and measuring devices (reference standards) for inspection of Government equipment. These devices must be certifiably traceable to the National Institute of Standards and Technology (NIST).

3. Personnel qualifications to perform contract work:

Experience and qualifications of proposed professional staffing in all disciplines needed to successfully complete each tasks including expertise and experience in inspection and measuring of Government equipment listed in Statement of Work. Resumes of key personnel including field personnel to be submitted with proposal.

4. Past Performance

Demonstrate successful past experience on related projects. Provide at least five references for verification of successful past performance of similar type requirements. Include the Company/Agency name, point of contact, and telephone number of each reference.

Price:

A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately.

Appendix A – Inventory of Equipment For Typical Superpave Trailer

INVENTORY OF EQUIPMENT FOR TYPICAL SUPERPAVE TRAILER

- ❑ AIR ENTRAINMENT METER, ACM OR PROTEX TYPE “A” OR ACM TYPE “B” PRESSURE METER**
- ❑ BALANCE, ELECTRONIC, INDUSTRIAL .01 READABILITY 4600- 4800 GRAM, DUAL RANGE WITH WEIGH BELOW DEVICE (METTLER, SARTORIOUS, OHAUS)**
- ❑ BALANCE, INDUSTRIAL, ELECTRONIC. .1 READABILITY , 12,000 OR 22,000 GRAM CAPACITY WITH WEIGH BELOW DEVICE (METTLER, SARTORIOUS, OHAUS)**
- ❑ BALANCE, INDUSTRIAL, ELECTRONIC, 30,000 GRAM CAPACITY(METTLER, SARTORIOUS)**
- ❑ COMPACTOR, GYRATORY, PINE PORTABLE COMPLETE WITH MIX DESIGN SOFTWARE**
- ❑ COMPACTOR, MECHANICAL, PLOOG MODEL M-100**
- ❑ COMPACTION MOLD-1/13.33 CU. FT. T-180 (6’)**
- ❑ COMPACTION MOLD-1/30TH CU.FT, T-99 (4’)**
- ❑ HAMMER, COMPACTION, 5.5 LB. PLOOG**
- ❑ HAMMER, COMPACTION, 10 LB. PLOOG**
- ❑ HAMMER, COMPACTION, 5.5 LB. MECHANICAL**
- ❑ HAMMER, COMPACTION, 10LB. MECHANICAL**
- ❑ STRAIGHTEDGE 12” (BEVELED)**
- ❑ ASPHALT IGNITION OVEN, NCAT**
- ❑ OVEN, CONVECTION, CONSTANT TEMPERATURE YAMOTO DKN 810 (2EACH)**
- ❑ PYCNOMETER, VACUUM , HUMBOLDT MODEL LA-2145, INLCUDING VACUUM GUAGE, MONOMETER, VIBRATING TABLE, FLASKS, STOPPERS, VACUUM PUMP, VACUUM LEVEL VALVE, TUBING AND WATER TANK**

INVENTORY OF EQUIPMENT FOR TYPICAL SUPERPAVE TRAILER (CONTINUED)

- ❑ SCALE, PLATFORM, MECHANICAL 105 LB. CAPACITY**
- ❑ SIEVE SHAKER, TYLER 8" RO-TAP**
- ❑ SIEVE SHAKER, TYLER 12" RO-TAP**
- ❑ DRILL PRESS/MULLER-NTE 100 RPM**
- ❑ LIQUID LIMIT MACHINE, ELECTRIC, HUMBOLDT**
- ❑ GROOVING TOOL, LL (2 EACH)**
- ❑ TIMER, GRA-LAB SIXTY MINUTE (2 EACH)**
- ❑ CALIBRATION WEIGHT, 1000 GRAM**
- ❑ CALIBRATION WEIGHT, STAINLESS STEEL 15,000 GRAM**
- ❑ CALIBRATION WEIGHT, STAINLESS STEEL 5000 GRAM**
- ❑ CALIBRATION WEIGHT, STAINLESS STEEL 4000 GRAM**
- ❑ SPLITTER, ½"-6" ADJUSTABLE W/FOUR PANS**
- ❑ SPLITTER, SAND ½" W/FOUR PANS**

Appendix B – Inventory of Equipment for Typical Standard Trailer

INVENTORY OF EQUIPMENT FOR TYPICAL STANDARD TRAILER

- ❑ AIR ENTRAINMENT METER, ACM OR PROTEX TYPE “A” OR ACM TYPE “B” PRESSURE METER.**
- ❑ BALANCE, INDUSTRIAL, ELECTRONIC .01 READABILITY 4600-4800 GRAM, DUAL RANGE WITH WEIGH BELOW DEVICE (METTLER, SARTORIOUS, OHAUS)**
- ❑ BALANCE, INDUSTRIAL ELECTRONIC .1 READABILITY, 12, 000 OR 22,000 GRAM CAPACITY WITH WEIGH BELOW DEVICE (METTLER, SARTRIOUS, OHAUS)**
- ❑ BALANCE, INDUSTRIAL, ELECTRONIC, 30,000 GRAM CAPACITY (METTLER, SARTORIOUS)**
- ❑ COMPACTOR, MECHANICAL, PLOOG MODEL M-100**
- ❑ COMPACTION MOLD-1/13.33 CU. FT., T-180-6”**
- ❑ COMPACTION MOLD-1/30 CU. FT. T-99-4”**
- ❑ HAMMER, COMPACTION 5.5. LB. PLOOG MECHANICAL**
- ❑ HAMMER, COMPACTION 10LB. PLOOG MECHANICAL**
- ❑ HAMMER, COMPACTION 5.5. MANUAL DROP**
- ❑ HAMMER, COMPACTION, 10LB. MANUAL DROP**
- ❑ STRAIGHTEDGE, 12” BEVELED**
- ❑ ASPHALT IGNITION OVEN, NCAT**
- ❑ OVEN CONVECTION YAMOTO DKN-810 CONSTAND TEMPERATURE (ONE ONLY)**
- ❑ SCALE PLATFORM, MECHANICAL 105 LB. CAPACITY**
- ❑ SIEVE SHAKER, TYLER RO-TAP 8” (BENCH MOUNT)**

INVENTORY OF EQUIPMENT FOR TYPICAL STANDARD TRAILER (CONTINUED)

- ❑ SIEVE SHAKER, TYLER RO-TAP 12”(BENCH MOUNT)**
- ❑ DRILL PRESS MULLER-NTE 100 RPM**
- ❑ LIQUID LIMIT MACHINE, HUMBOLDT**
- ❑ TIMER GRA-LAB SIXTY MINUTE (2 each)**
- ❑ CALIBRATION WEIGHT, STAINLESS STEEL 15,000 GRAM**
- ❑ CALIBRATION WEIGHT, STAINLESS STEEL 5,000 GRAM**
- ❑ CALIBRATION WEIGHT, STAINLESS STEEL 4,000 GRAM**
- ❑ CALIBRATION WEIGHT, BRASS 1000 GRAM**
- ❑ WEIGHT SET 1 GRAM TO 1000 GRAM (BRASS)**
- ❑ SPLITTER, 1/2” –6” ADJUSTABLE WITH FOUR PANS**
- ❑ SPLITTER, 1/2” SAND WITH FOUR PANS**

Appendix C – Inventory of Trailer Or Stand Alone Equipment Provided On An As- needed Basis to Project Sites

INVENTORY OF TRAILER OR STAND ALONE EQUIPMENT PROVIDED ON AN AS-NEEDED BASIS TO PROJECT SITES

- ❑ **FORNEY F-25EX COMPRESSION MACHINE* WITH DIGITAL READOUT, PRINTING CAPABILITY AND SPACERS AND PLATENS TO TEST BOTH 8" AND 12" CYLINDERS. ALUMINUM RETAINERS AND CAPPING PADS WILL BE USED-IN LIEU OF SULPHUR CAPS, CAPPING MOLDS AND JIGS.**
- ❑ **HUMBOLDT CONCRETE CURING BATH, STOCK NUMBER H-2968, HEATS AND COOLS, THERMOSTATICALLY CONTROLLED.**

* Requires calibration at project construction site.

Appendix D – Definitions

DEFINITIONS

- A. Government – The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT).
- B. Firm – The Calibration Service firm awarded the contract to perform the professional services described in the articles.
- C. Statement of Work – A contract article containing a detailed description of the elements of work and an outline of the services required, responsibilities of the parties and other information necessary to complete the contract work.
- D. Contracting Officer (CO) – The person who has the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- E. Administrative Contracting Officer (ACO) – The person who has the authority only to administer contracts and make related determinations and findings.
- F. Contracting Officer's Technical Representative (COTR) – The person who has the authority only to give the firm technical direction. The COTR does not have the authority to change the terms and conditions of the contract or to give directions that incur additional cost. A copy of the COTR Designation and State of Responsibilities will be furnished to the firm.
- G. Project Engineer (PE) – The person who represents the Government at the Project level. The PE will be in contact with the Firm on a daily basis for on-site inspections.
- H. Deliverable Items – Items that the Firm provides the Government under the terms of the contract, including reports, documents, and other required items.
- I. Contract Clause – Both the Solicitation Provisions and Contract Clauses are collectively referred to as Contract Clauses.
- J. Delivery Order – An individual order issued in accordance with and described under, F. PROSECUTION OF THE WORK.
- K. Report of Inspection – The worksheet provided for each piece of equipment inspected, to document and satisfy the requirements of AASHTO and/or ASTM.

Final Summary Report – A final report describing the scope of work performed. It should include calibration worksheets for each piece of equipment examined as well as an overall summary of results. Individual equipment status as well as deficiencies, corrections and repairs, if any, should be noted.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (June 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

___ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (4) [Reserved]

___ (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-6](#).

___ (iii) Alternate II (Mar 2004) of [52.219-6](#).

___ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

___ (iii) Alternate II (Oct 2001) of [52.219-9](#).

___ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)).

___ (ii) Alternate I (June 2003) of [52.219-23](#).

___ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

___ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

X_ (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

X_ (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X_ (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X_ (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

X_ (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

- X_ (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X_ (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X_ (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X_ (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- ___ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)).
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- X_ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X_ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X_ (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- X_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- X_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

WD 05-2081 (Rev.-5) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2081
Revision No.: 5
Date Of Revision: 05/29/2008

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek,
Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park,
Phillips, Sedgwick, Summit, Washington, Weld, Yuma

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.16
01012 - Accounting Clerk II	16.44
01013 - Accounting Clerk III	18.38
01020 - Administrative Assistant	22.65
01040 - Court Reporter	17.81
01051 - Data Entry Operator I	12.23
01052 - Data Entry Operator II	14.60
01060 - Dispatcher, Motor Vehicle	17.81
01070 - Document Preparation Clerk	12.92
01090 - Duplicating Machine Operator	12.92
01111 - General Clerk I	12.21
01112 - General Clerk II	13.28
01113 - General Clerk III	14.91
01120 - Housing Referral Assistant	20.23
01141 - Messenger Courier	10.76
01191 - Order Clerk I	14.72
01192 - Order Clerk II	15.71
01270 - Production Control Clerk	19.78
01280 - Receptionist	12.36
01290 - Rental Clerk	15.34
01300 - Scheduler, Maintenance	16.51
01311 - Secretary I	16.51
01312 - Secretary II	17.94
01313 - Secretary III	20.44
01320 - Service Order Dispatcher	13.21
01410 - Supply Technician	22.65
01420 - Survey Worker	16.78
01611 - Word Processor I	13.17
01612 - Word Processor II	15.64
01613 - Word Processor III	16.78
05000 - Automotive Service Occupations	

11000 - General Services And Support Occupations	
12000 - Health Occupations	
13000 - Information And Arts Occupations	
14000 - Information Technology Occupations	
15000 - Instructional Occupations	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.70
21030 - Material Coordinator	19.78
21040 - Material Expediter	19.78
21050 - Material Handling Laborer	15.51
21071 - Order Filler	11.78
21080 - Production Line Worker (Food Processing)	14.70
21110 - Shipping Packer	13.66
21130 - Shipping/Receiving Clerk	13.66
21140 - Store Worker I	11.90
21150 - Stock Clerk	14.62
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.70
23000 - Mechanics And Maintenance And Repair Occupations	
23130 - Carpenter, Maintenance	18.65
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	23.44
23181 - Electronics Technician Maintenance I	20.78
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	24.05
23260 - Fabric Worker	17.45
23370 - General Maintenance Worker	17.81
23430 - Heavy Equipment Mechanic	19.92
23440 - Heavy Equipment Operator	19.37
23460 - Instrument Mechanic	23.54
23465 - Laboratory/Shelter Mechanic	19.30
23470 - Laborer	11.46
23510 - Locksmith	19.06
23530 - Machinery Maintenance Mechanic	21.60
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	14.45
23640 - Millwright	21.15
23710 - Office Appliance Repairer	20.14
23820 - Pneudraulic Systems Mechanic	20.51
23850 - Rigger	20.51
23870 - Scale Mechanic	18.09
23890 - Sheet-Metal Worker, Maintenance	18.23
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	23.00
23932 - Telecommunications Mechanic II	24.12
23950 - Telephone Lineman	22.96
23960 - Welder, Combination, Maintenance	17.99
24000 - Personal Needs Occupations	

25000 - Plant And System Operations Occupations	
27000 - Protective Service Occupations	
28000 - Recreation Occupations	
29000 - Stevedoring/Longshoremen Occupational Services	
30000 - Technical Occupations	
30081 - Engineering Technician I	16.24
30082 - Engineering Technician II	19.04
30083 - Engineering Technician III	22.73
30084 - Engineering Technician IV	26.62
30085 - Engineering Technician V	30.59
30086 - Engineering Technician VI	37.03
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	19.43
99000 - Miscellaneous Occupations	
99510 - Photofinishing Worker	12.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.